

MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF NOGALES

NO. 4809...
FILED WITH SECRETARY OF STATE
Date Filed... 10-16-78.....
<i>Julius M. [Signature]</i>
apt. Secretary of State

A.G. # 78-620

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF NOGALES, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance of traffic signals and/or highway lighting at the following locations:

I-19 and Sonoita Ave. and Compound St.  
I-19 and West St.  
US 89 and Crawford St. and Park St.  
US 89 (S.B.) and Walnut St.  
US 89 (N.B.) and Court St.  
US 89 and Banks Bridge  
US 89 and SR 82 (Holbrook Over Pass)

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.
2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.
3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.
4. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1979, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.
5. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or highway lighting on those State Highways which traverse within the boundaries of the CITY.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

7. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

8. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

9. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of July, 1978, but in no event prior to its being filed with the Secretary of State.


10. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Chief Deputy State Engineer

CITY OF NOGALES

By:   
Title: Mayor, City of Nogales

ATTEST:

  
City Clerk


EXHIBIT "C"  
LETTER ADDENDUM

In accordance with paragraph 6 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF NOGALES consummated on October 16, 1978 it is agreed by both parties that the following location(s) be added to or deleted from, the existing list of locations to be operated and maintained as set forth in said Agreement.


STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By:   
Chief Deputy State Engineer

CITY OF NOGALES

By:   
Title: Mayor, City of Nogales

ATTEST:

  
City Clerk

Date Signed: October 4, 1978

MINUTES OF A REGULAR MEETING OF THE  
MAYOR AND THE BOARD OF ALDERMEN OF  
THE CITY OF NOGALES HELD IN THE CITY  
HALL AT 8:00 P. M. AUGUST 2, 1978.

\* \* \* \*

The meeting was called to order at 8:00 P.M. by Mayor Arthur M. Doan. Present were Aldermen Antonio Serino, George O. Franklin, Francisco E. Moraga, Albert Kramer and Eduardo Acosta. City Clerk Fidel A. Enciso and City Attorney E. Leigh Larson.

City Clerk Fidel A. Enciso presented a letter and agreement from the Arizona Department of Transportation concerning the signalized and/or illuminated locations on the State Highway System within the City of Nogales. City Attorney E. Leigh Larson stated that in his determination the agreement was in proper form.

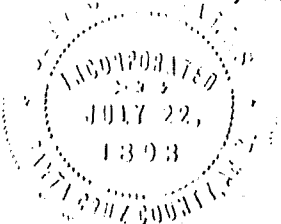
Aldermen Serino made the motion that being as City Attorney E. Leigh Larson had made a determination that the agreement was in proper form, that the draft agreement concerning the signalized and/or illuminated locations on the State Highway System within the City of Nogales be approved and that the Mayor be authorized to sign the agreement upon proper presentation, the motion was seconded by Alderman Albert Kramer and unanimously carried.

STATE OF ARIZONA )  
COUNTY OF SANTA CRUZ )  
CITY OF NOGALES )

ss

I, Fidel A. Enciso, the duly appointed, qualified and acting City Clerk of the City of Nogales, a municipal corporation within Santa Cruz County, State of Arizona do hereby certify that the foregoing is a true and correct copy of the excerpts of a meeting of the Mayor and Board of Aldermen of the City of Nogales, which meeting was duly and lawfully held at the hour of 8:00 o'clock p.m. on August 2, 1978, at the City Hall of Nogales, Arizona, and that I personally attended said meeting and the foregoing proceedings were in fact held as in said minutes specified.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of August, 1978.



  
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City Clerk Fidel A. Enciso

S E A L



OFFICE OF THE  
**Attorney General**  
1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

John A. LaSota, Jr.  
~~XXXXXXXXXX~~  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

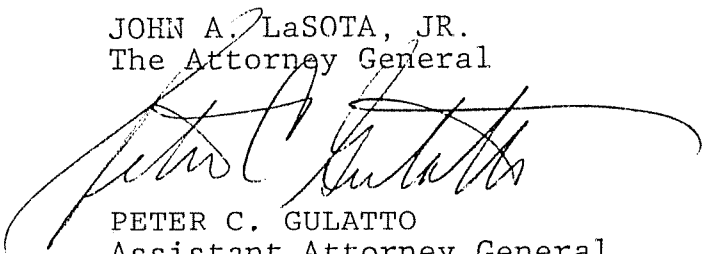
DETERMINATION

A. G. Contract No. 78-620 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said contract.

DATED this 21<sup>st</sup> day of August, 1978.

JOHN A. LaSOTA, JR.  
The Attorney General

  
PETER C. GULATTO  
Assistant Attorney General